



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 21, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

25

JULY 21, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**COOPERATIVE AGREEMENT BETWEEN
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
TUJUNGA WASH – TUJUNGA WASH SPREADING GROUNDS ENHANCEMENT
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

SUBJECT

This action is to enter into a Cooperative Agreement to provide design services and construction support for the City of Los Angeles' Tujunga Wash Spreading Grounds Enhancement Project. The City of Los Angeles Department of Water and Power will reimburse the Los Angeles County Flood Control District for these services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the Cooperative Agreement with the City of Los Angeles Department of Water and Power proposed herein is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a Cooperative Agreement with the City of Los Angeles Department of Water and Power for design services and construction support of this project. The City of Los Angeles Department of Water and Power will reimburse the Los Angeles County Flood Control District for design services and construction support costs up to a maximum of \$1,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the approval of the Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA), and authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to enter into a Cooperative Agreement with the City of Los Angeles Department of Water and Power (DWP) substantially similar in form and content to the Cooperative Agreement attached herewith as Enclosure A. The purpose of the project is to enhance groundwater recharge at the Tujunga Wash Spreading Grounds facility.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3) by maintaining a collaborative partnership with a local agency in order to design an effective groundwater recharge project, and by identifying methods to increase the local groundwater supplies and reduce reliance on imported water thereby improving the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated design services and construction support costs to complete this project are \$1,000,000. DWP will reimburse the LACFCD for the project costs up to a maximum of \$1,000,000. Sufficient funds for this project are available in the Fiscal Year 2009-10 Proposed Flood Control District Budget. Funds to finance Fiscal Year 2010-11 construction support costs will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DWP has requested the LACFCD to complete final design plans and specifications and provide construction support for the Tujunga Wash Spreading Grounds Enhancement Project. LACFCD has an ongoing interest and commitment to partner with local agencies to maximize water conservation and groundwater recharge benefits. DWP is a municipal utility that possesses water rights in the San Fernando Groundwater Basin (SFGB) and is pursuing opportunities to augment groundwater supplies. The Tujunga Wash Spreading Grounds recharges the SFGB. DWP owns and, by agreement, LACFCD operates the spreading grounds facility. The facility is located entirely within the City of Los Angeles.

The project will increase both the intake and storage capacities, install new interbasin structures, automate operations, treat low flows, reactivate currently unused basins, and prevent widespread distribution of trash at the spreading grounds facility.

DWP will determine when to proceed with construction of the project and will be responsible for environmental documentation and permitting, funding, administration, and project management.

The Cooperative Agreement similar to the agreement attached as Exhibit A, which has been approved as to form by County Counsel, will be used to reimburse the LACFCD for its services.

ENVIRONMENTAL DOCUMENTATION

The approval of a Cooperative Agreement is exempt from the provisions of CEQA. This action meets the criteria set forth in Sections 15060(c)(2), 15061(b)(3), and 15306 of the CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval to enter into a Cooperative Agreement will ultimately enhance groundwater recharge in the San Fernando Groundwater Basin.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Water Resources Division.

The Honorable Board of Supervisors

July 21, 2009

Page 4

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:MP:abc

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

COOPERATIVE AGREEMENT NO. 47864 BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE LOS ANGELES DEPARTMENT OF WATER AND POWER
REGARDING ENHANCEMENT DESIGNS FOR THE
TUJUNGA SPREADING GROUNDS

A G R E E M E N T

This Cooperative Agreement No. 47864 (hereinafter referred to as AGREEMENT) is made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as DISTRICT), and the City of Los Angeles Department of Water and Power (hereinafter referred to as LADWP).

W I T N E S S E T H

WHEREAS, the City of Los Angeles (hereinafter referred to as CITY) is home to approximately four million residents who depend on reliable sources of water; and

WHEREAS, 85 percent of the water supply to the CITY is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the local water supply is a reliable source of water that depends on groundwater recharged from a variety of sources, including stormwater; and

WHEREAS, local groundwater supply is a key resource that LADWP has historically utilized to support approximately 15 percent of the CITY'S total water demand; and

WHEREAS, capturing additional stormwater to augment groundwater recharge is vital to sustain the long-term reliability of the CITY's local groundwater supply; and

WHEREAS, the CITY'S water rights in five local groundwater basins are adjudicated, with the San Fernando Groundwater Basin (hereinafter referred to as SAN FERNANDO BASIN) being the largest of the five basins; and

WHEREAS, the CITY possesses the right to the surface waters of the Los Angeles River and the native groundwater of the SAN FERNANDO BASIN in accordance with the California Supreme Court case of *The City of Los Angeles vs. City of San Fernando, et al.*, (1975) 14 Cal.3d 199 and of the Judgment *The City of Los Angeles vs. City of San Fernando, et al.*, Los Angeles Superior Court Case No. 650079, (January 26, 1979); and

WHEREAS, the CITY is a beneficiary of stormwater capture and recharge that may improve the condition of the SAN FERNANDO BASIN and potentially increase the long-term native safe yield to augment the CITY'S local water supply; and

WHEREAS, LADWP and the DISTRICT are committed to pursuing opportunities to enhance stormwater capture and groundwater recharge that will increase the long-term native safe yield of groundwater supply in the SAN FERNANDO BASIN; and

WHEREAS, the DISTRICT is a special district organized and operating under the provisions of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to the Los Angeles County Flood Control Act, the DISTRICT owns and manages flood control and water conservation facilities in the County of Los Angeles (hereinafter referred to as COUNTY), and said efforts result in the capture of stormwater used to replenish groundwater basins in the COUNTY, including the SAN FERNANDO BASIN; and

WHEREAS, the DISTRICT is the regional entity with expertise in design and operation of facilities for stormwater capture and groundwater recharge; and

WHEREAS, the DISTRICT operates five stormwater spreading facilities in the SAN FERNANDO BASIN that recharge local groundwater basins with over 26,000 acre-feet per year for future water supply; and

WHEREAS, LADWP owns and the DISTRICT operates the Tujunga Spreading Grounds to recharge groundwater in the SAN FERNANDO BASIN. The boundaries of the Tujunga Spreading Grounds are defined as shown in the attached Exhibit A; and

WHEREAS, DISTRICT has historically recharged approximately 8,000 acre-feet per year of stormwater at Tujunga Spreading Grounds, which comprises a significant portion of the native safe yield of the SAN FERNANDO BASIN; and

WHEREAS, the DISTRICT and LADWP have recently worked cooperatively to develop conceptual designs for the Tujunga Spreading Grounds Enhancement Project (hereinafter referred to as PROJECT) to upgrade intake facilities and to deepen and reconfigure the recharge basins; and

WHEREAS, when constructed, the PROJECT is conservatively estimated to result in the average annual capture and recharge of an additional 8,000 acre-feet of stormwater into the SAN FERNANDO BASIN that would have otherwise been lost to the ocean; and

WHEREAS, LADWP has requested that the DISTRICT complete a design report, preliminary and final design plans and technical specifications for PROJECT (hereinafter referred to as FINAL DESIGNS) and to provide construction support for the PROJECT, including requests for information, change orders, design changes, and the preparation of final as-built plans (hereinafter referred to as CONSTRUCTION SUPPORT); and

WHEREAS, the costs are currently estimated by the DISTRICT as \$1,000,000 total with \$900,000 for the design report and the FINAL DESIGNS and \$100,000 for CONSTRUCTION SUPPORT; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is hereby agreed as follows:

(1) DISTRICT AGREES:

- a. To complete the design report and the FINAL DESIGNS according to the scope of work presented in "Exhibit B – Tujunga Spreading Grounds Enhancement Project, Final Design Plans and Technical Specifications, Scope of Work" and according to applicable State, Federal, and CITY standards. DISTRICT shall be responsible for quality assurance and quality control for the design report and the FINAL DESIGNS.
- b. To submit invoices to LADWP in the following amounts according to the following schedule:
 1. \$225,000 upon the execution of this AGREEMENT by both parties;
 2. \$225,000 upon submission of the 30 percent design plans, as outlined in Exhibit B;
 3. \$150,000 upon submission of the 60 percent design plans and technical specifications, as outlined in Exhibit B;
 4. \$150,000 upon submission of the 90 percent design plans and technical specifications, as outlined in Exhibit B;
 5. Upon submission of the 100 percent design plans and technical specifications, as outlined in the attached Exhibit B, the DISTRICT shall invoice LADWP for the remainder of the costs accrued in completing the design report and the FINAL DESIGNS, not to exceed a total of \$900,000, along with an accounting of the actual costs.
- c. To complete the design report and the FINAL DESIGNS in accordance with the schedule and conditions specified in Exhibit B.
- d. When LADWP determines to proceed with the construction of PROJECT, and upon written request from LADWP'S General Manager or his designee, to provide CONSTRUCTION SUPPORT as described in "Exhibit C – Tujunga Spreading Grounds Enhancement Project, Construction Support and Final As-Built Plans, Scope of Work".
- e. When LADWP makes the written request described in Section 1.d., above, to invoice LADWP for \$50,000 for one-half the estimated costs of CONSTRUCTION SUPPORT (including the completion of the as-built plans). When the expenses incurred by the DISTRICT for work performed

in connection with CONSTRUCTION SUPPORT approaches \$50,000, DISTRICT will notify LADWP, request a second notice to proceed and submit an invoice for the remainder of the costs estimated to be necessary to complete CONSTRUCTION SUPPORT, not to exceed a total of \$100,000. Once construction of the PROJECT is complete, the DISTRICT shall submit to LADWP an accounting of the actual costs of completing CONSTRUCTION SUPPORT along with a reimbursement of any unused funds paid to the DISTRICT pursuant to this paragraph.

- f. To maintain a summary of expenditures for the work for which the DISTRICT is responsible and to make these summaries available to LADWP within 60 days of receiving a written request therefore.
- g. To allow LADWP staff to review the report, designs, and specifications and provide input throughout the development process. LADWP shall have the sole right to make final decisions on all designs in accordance with the Scope of Work in Exhibit B.
- h. If DISTRICT provides CONSTRUCTION SUPPORT, to allow LADWP staff to review responses to requests for information, responses to change order requests, and design changes and to provide input throughout the development process. LADWP shall have the sole right to make final decisions on all requests for information, change orders, design changes, and as-built plan in accordance with the Scope of Work in the attached Exhibit C.
- i. To indemnify, defend, and hold harmless LADWP and the CITY, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of any negligent or reckless act or omission or any willful misconduct of the DISTRICT or its officers, agents, employees, or any of their contractors or subcontractors, in any way relating to the DISTRICT'S performance or nonperformance of any obligation of the DISTRICT under this AGREEMENT. This indemnification shall apply except to the extent that the claims, demands, liability or damages arise from the active negligence, recklessness or willful misconduct of LADWP or its officers, employees, agents contractors or subcontractors.

The provisions of this section shall survive expiration or termination of this AGREEMENT.

(2) LADWP AGREES:

- a. To fund 100 percent of the actual costs of the design report and the FINAL DESIGNS and CONSTRUCTION SUPPORT, as outlined above, not to exceed a total contribution of \$1,000,000.
- b. To deposit the amounts specified in the invoices described in paragraphs (1) b. and (1) e., above with DISTRICT within 60 days of receipt of said invoices.
- c. To provide adequate survey and soils data and electronic files in accordance with Exhibit B.
- d. To participate, make decisions, provide technical assistance, and provide directions to DISTRICT in accordance with Exhibit B.
- e. To review and provide comments upon submission of the draft Design Report, Final Design Report, 30 percent plans, 60 percent plans and 90 percent plans, and technical specifications in accordance with Exhibit B.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED THAT:

- a. This AGREEMENT shall be effective on the date it is executed by both LADWP and the DISTRICT and will expire by its own operation six years after execution, or upon the completion of the PROJECT and all tasks associated with this AGREEMENT, unless extended or sooner terminated by mutual written agreement by both LADWP and the DISTRICT. LADWP reserves the right to terminate this AGREEMENT at any time by providing written notice to DISTRICT. If this AGREEMENT is terminated, DISTRICT shall, within 90 days of the termination, provide LADWP with a final accounting of the actual costs incurred in connection with this AGREEMENT prior to the termination and shall return any unused funds previously deposited with the DISTRICT by LADWP. If the DISTRICT'S final accounting shows that the actual costs incurred by DISTRICT prior to the termination exceed the amounts previously deposited by LADWP, DISTRICT shall submit a final invoice along with the final accounting and LADWP shall compensate the DISTRICT within 90 days of receipt of final invoice for all costs incurred up to the time of termination, not to exceed a grand total of \$1,000,000. All work described in Exhibits B and C shall be completed by the expiration of this AGREEMENT.
- b. LADWP and the DISTRICT agree to the terms contained in Exhibits B and C.
- c. LADWP and/or the DISTRICT shall have the opportunity to participate and provide input to the work performed by the other party including the

development of work plans and the review of draft plans, reports, and studies. However, LADWP shall retain the sole right to make final decisions in a timely manner on all designs for the Tujunga Spreading Grounds in accordance with the scope of work in Exhibit B.

- d. Neither LADWP nor the DISTRICT is obligated to provide additional funds or construct PROJECT.
- e. LADWP has full responsibility for PROJECT, including, but not limited to, preliminary and final design considerations, design of Rubber Dams, general specifications, environmental documentation and permitting, funding, administration, project management, and/or construction.
- f. If it is determined that DISTRICT will not be performing CONSTRUCTION SUPPORT, LADWP may prepare, or cause to be prepared, the final as built plans for the PROJECT.
- g. Both LADWP and the DISTRICT shall be required to make staff reasonably available, if requested, to participate and provide input at scheduled meetings, design workshops, community meetings, construction meetings, construction sites, etc., for the PROJECT in accordance with the scope of work in Exhibits B and C. Additionally, both LADWP and the DISTRICT shall have the opportunity to participate and provide input at scheduled meetings, design workshops, community meetings, construction meetings, construction sites, etc., for the PROJECT, if desired.
- h. Both LADWP and the DISTRICT shall make all reasonable efforts to keep costs within the budgeted amounts and neither party shall be obligated to provide additional funding toward the completion of work called for by this AGREEMENT, unless otherwise mutually agreed to by the parties.
- i. Both LADWP and the DISTRICT shall make all reasonable efforts to abide by the schedule provided in Exhibit B.
- j. Funds deposited by LADWP shall be utilized toward costs of services rendered for work called for by this AGREEMENT. These services shall include, but are not limited to, direct project administration and all research, planning, design, and engineering associated with the development of plans, designs, and specifications described by this AGREEMENT. Costs of services shall include salary, benefits, indirect/overhead, materials, equipment, services, and any related miscellaneous charges associated with the work called for by this AGREEMENT.

- k. Both LADWP and the DISTRICT shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided and in accordance with Exhibits A, B, and C.
- l. This AGREEMENT may be modified only in writing with the signature of both LADWP and the DISTRICT in the manner originally executed.

(4) RIGHT TO AUDIT

The DISTRICT shall maintain all records pertaining to the management of this AGREEMENT in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to this AGREEMENT. All records shall be retained and shall be subject to examination and audit by LADWP personnel or by the LADWP'S Agents (hereinafter referred to as AUTHORIZED AUDITORS) for a period of not less than three years following final payment made by LADWP hereunder or the expiration date of this AGREEMENT, whichever is later.

The DISTRICT shall make said records or to the extent accepted by the AUTHORIZED AUDITORS, photographs, micro-photographs, etc., or other authentic reproductions thereof, available to the AUTHORIZED AUDITORS at the DISTRICT'S offices at all reasonable times and without charge. The AUTHORIZED AUDITORS will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by the DISTRICT on machine-readable media shall be provided in a format accessible and readable by the AUTHORIZED AUDITORS. The DISTRICT shall not, however, be required to furnish the AUTHORIZED AUDITORS with commonly available software.

The DISTRICT shall be subject at any time within 60 calendar days, prior written notice to audits or examinations by AUTHORIZED AUDITORS, relating to all billings and to verify compliance with all AGREEMENT requirements relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State, and Federal government audit standards. For contractors, subcontractors, and suppliers that utilize or are subject to the Federal Acquisition Regulation (FAR), Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the AUTHORIZED AUDITORS' examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, the DISTRICT will be provided 60 calendar days to review the AUTHORIZED AUDITORS' examination results or audit and respond to LADWP prior to the examinations or audits finalization and public release.

If the AUTHORIZED AUDITORS' examination or audit indicates the DISTRICT has been overpaid under a previous payment application, the identified overpayment amount shall be paid by the DISTRICT to LADWP within 90 calendar days of notice to the DISTRICT.

If applicable, the DISTRICT shall contractually require all contractors, subcontractors, and suppliers performing services under this AGREEMENT to comply with the provisions of this section by inserting this provision in each contractor contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under this AGREEMENT. In addition, the DISTRICT, their contractors, their contractors' subcontractors, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP) is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on the DISTRICT, their contractors, and/or their contractors' subcontractors or any other person/entity."

(5) NOTICES

All notices provided under this AGREEMENT must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or (3) on the date of transmission by facsimile to the number provided below. All notices, demands, or requests shall be addressed to the following:

LADWP: Director of Water Resources
Los Angeles Department of Water and Power
111 North Hope Street, Room 1460
Los Angeles, CA 90012
Facsimile: (213) 367-1131

DISTRICT: Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

(6) COMPLETE AGREEMENT

This AGREEMENT contains the full and complete AGREEMENT between the DISTRICT and LADWP. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.

[illegible]

IN WITNESS WHEREOF, each party hereto has caused this AGREEMENT to be executed by their respective officers, duly authorized, by the LADWP on _____, 2009, and by the DISTRICT on _____, 2009.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

DEPARTMENT OF WATER AND
POWER OF THE CITY OF
LOS ANGELES

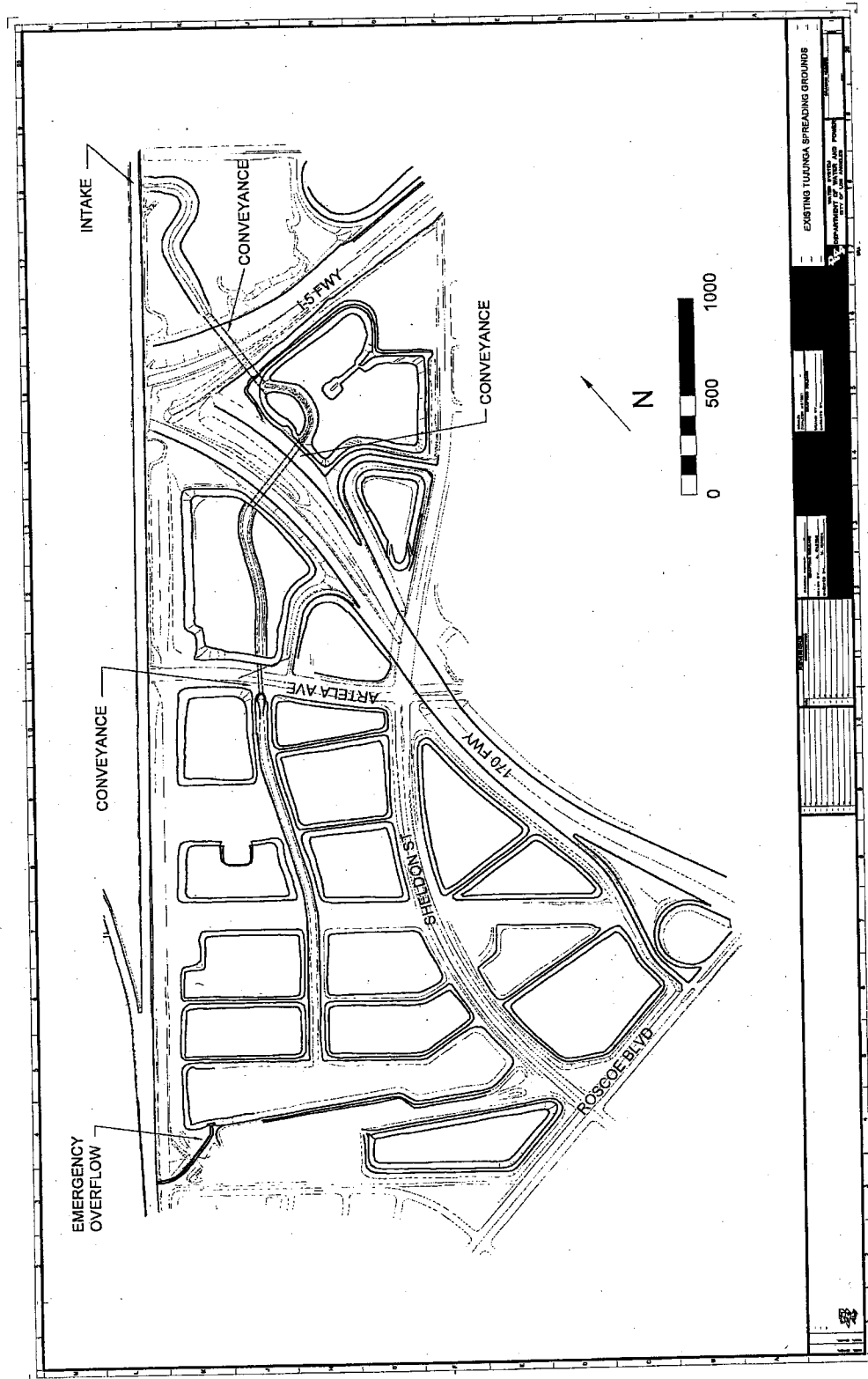
By _____
H. DAVID NAHAI
Chief Executive Officer
And General Manager

By _____
Secretary

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Tujunga Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit A

Existing Tujunga Spreading Grounds Site Plan



**Tujunga Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit B**

**Tujunga Spreading Grounds Enhancement Project
Final Design Plans and Technical Specifications
Scope of Work**

In accordance with Cooperative Agreement No. 47864 (AGREEMENT) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles County Flood Control District (DISTRICT), the DISTRICT will prepare the 100 percent design plans and technical specifications, along with a construction cost estimate (FINAL DESIGNS) for the Tujunga Spreading Grounds Enhancement Project (PROJECT). The FINAL DESIGNS shall be based on the following Project Description, Scope of Work, Deliverables, and Schedule.

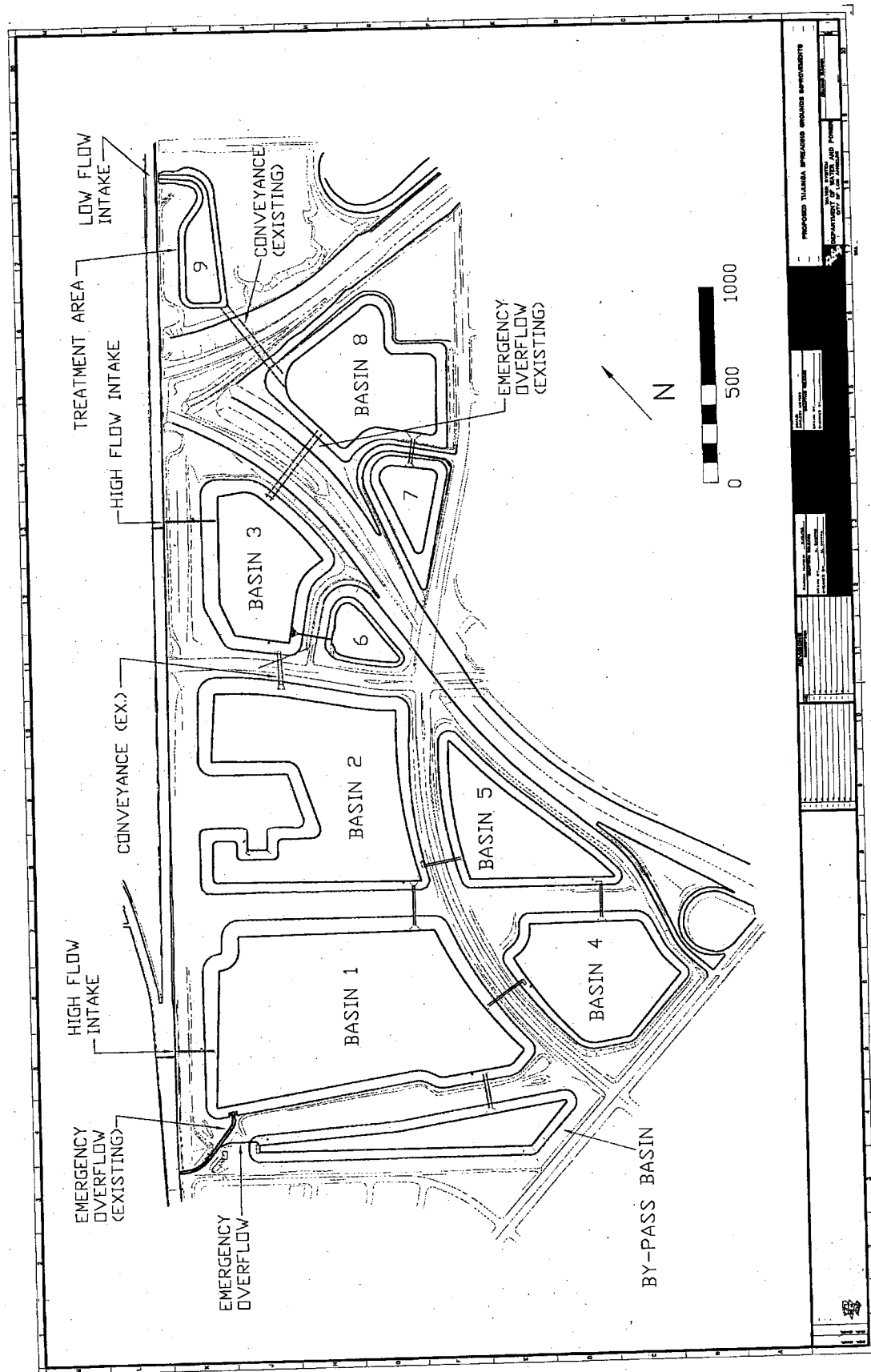
Project Description

Currently, Tujunga Spreading Grounds consists of 17 shallow basins, three of which are currently not in use (see Exhibit A - Existing Tujunga Spreading Grounds Site Plan). The maximum intake is 250 cubic feet per second (cfs), the percolation rate is 140 cfs, and the total storage is approximately 100 acre-feet. The water is diverted from Tujunga Wash Channel using a rubber dam and is distributed through the facility using a canal system and flashboard structures.

The PROJECT will consist of the following improvements to the Tujunga Spreading Grounds, as designed, described and shown below:

- Increase the intake capacity by adding an intake downstream of the Interstate 5/Highway 170 interchange
- Increase the storage capacity by combining and deepening basins
- Add an intake facility with the capability to accept flows from both the Pacoima Channel and the Tujunga Wash
- Install new interbasin structures
- Automate the operations
- Retrofit the Tujunga Spreading Grounds' intake lot to treat low flows for recharge in the three basins near the intake
- Reactivate the three basins near the intake
- Prevent the widespread distribution of trash by installing trash booms and/or trash racks.

Tujunga Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit B



**Tujunga Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit B**

Scope of Work

1. Topographical soils information and survey data will be provided by LADWP. Survey data shall be in MicroStation XM or V8 format.
 - a. LADWP to provide the DISTRICT with sufficient topographical survey data, soils report and substructure information and maps.
 - b. DISTRICT to verify the data's completeness and accuracy. If data is unacceptable, the DISTRICT shall request assistance from LADWP upon which LADWP will provide necessary information. If LADWP requires more time to provide the additional data, the project schedule shall be extended to include the additional time.
2. Design report will be prepared detailing the current and proposed site layout, describing the operations and maintenance for the current and proposed facility, describing the limitations of the current facility, modeling results comparing stormwater capture volumes under current and proposed conditions, estimating cost of the proposed project. Design report shall be submitted to LADWP's Director of Water Resources and shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" format and one in Adobe Acrobat ".pdf" format.
 - a. DISTRICT to submit draft design report to LADWP for review
 - b. LADWP to review and provide comments to DISTRICT
 - c. DISTRICT to revise the draft design report to incorporate LADWP's comments
 - d. DISTRICT to submit final design report to LADWP
3. FINAL DESIGNS will be prepared based on the recommendations detailed in the design report. Design plans shall be on LADWP title sheets. Technical specifications shall be according to LADWP standards and shall include construction cost estimates, all bid item quantities, and a detailed submittal log. LADWP will be responsible for general specifications. Design plans and technical specifications shall be submitted to LADWP's Director of Water Resources and shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" or AutoCAD format ".dwg" format and one in Adobe Acrobat ".pdf" format.
 - a. DISTRICT to submit 30 percent design plans to LADWP for review
 - b. LADWP to provide comments on 30 percent design plans
 - c. DISTRICT to incorporate LADWP's comments in design plans
 - d. DISTRICT to submit 60 percent design plans and preliminary technical specifications to LADWP for review and a rubber dam manufacturer to initiate design of Rubber Dam
 - e. LADWP to provide comments on 60 percent design plans and preliminary technical specifications
 - f. LADWP to be the primary contact dealing with a rubber dam manufacturer regarding design of rubber dams

**Tujunga Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit B**

- g. DISTRICT to provide assistance to LADWP and rubber dam manufacturer regarding design of rubber dams as needed before submittal of FINAL DESIGNS
- h. DISTRICT to incorporate LADWP's comments in design plans and technical specifications
- i. DISTRICT to submit 90 percent design plans and technical specifications
- j. LADWP to provide comments on 90 percent design plans and technical specifications
- k. DISTRICT to incorporate LADWP's comments in design plans and technical specifications
- l. DISTRICT to submit FINAL DESIGNS to LADWP

Deliverables

- 1. Topographical survey data in Microstation XM or V8 format, soils report, and substructures information and maps upon execution of AGREEMENT (to be provided by LADWP)
- 2. Draft design report is due 120 days after receipt of acceptable topographical survey data and soils information
- 3. Comments on draft design report are due 30 days after receipt of draft Design Report
- 4. Final design report is due 30 days after receipt of comments on draft design report
- 5. Thirty percent design plans are due 120 days after receipt of acceptable topographical survey data and soils information
- 6. Comments on 30 percent design plans are due 30 days after receipt of 30 percent design plans
- 7. Sixty percent design plans and preliminary technical specifications are due 120 days after receipt of comments on 30 percent design plans
- 8. Comments on 60 percent design plans and preliminary technical specifications are due 30 days after receipt of 60 percent design plans and preliminary technical specifications
- 9. Ninety percent design plans and technical specifications are due 120 days after receipt of comments on 60 percent design plans and preliminary technical specifications
- 10. Comments on 90 percent design plans and technical specifications are due 30 days after receipt of 90 percent design plans and technical specifications
- 11. FINAL DESIGNS are due 60 days after receipt of comments on 90 percent design plans and technical specifications

Tujungang Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit B

Schedule

TASK (duration)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
duration months																		
days																		
Agreement Execution																		
Survey, Soils, Substructures Info																		
Draft Design Report (120 days)																		
Review Draft Report (30 days)																		
Final Report (30 days)																		
Review Final Report (30 days)																		
30% plans (120 days)																		
Review 30% plans (30 days)																		
60% P&S (120 days)																		
Review 60% P&S (30 days)																		
90% P&S (120 days)																		
Review 90% P&S (30 days)																		
Final PS&E (60 days)																		
FINAL DESIGN Completion																		
Scheduled Progress Meetings																		

NOTES:

* Six scheduled meetings and four upon request. Total not to exceed ten meetings.

Working hours are Monday through Thursday from 6:30 a.m. to 5:00 p.m.

P&S - Plans and Specifications

PS&E - Plans, Specifications and Estimate

**Tujunga Spreading Grounds Design Agreement
Cooperative Agreement No. 47864
Exhibit C**

**Tujunga Spreading Grounds Enhancement Project
Construction Support Including Requests for Information,
Change Orders, Design Changes, and As-Built Plans
Scope of Work**

In accordance with Cooperative Agreement No. 47864 (AGREEMENT) between the City of Los Angeles Department of Water and Power (LADWP) and the Los Angeles County Flood Control District (DISTRICT), and upon written request from LADWP's General Manager or his designee, during and post-construction, the DISTRICT will respond to requests for information, assist with change orders, provide design and specification changes, and complete as-built plans (CONSTRUCTION SUPPORT) for the Tujunga Spreading Grounds Enhancement Project (PROJECT).

Scope of Work

1. Construction Support

- a. Requests for Information – The DISTRICT shall respond to requests for information and electronically submit to LADWP's Director of Water Resources
- b. Change Orders – The DISTRICT shall respond to requests for assistance and electronically submit them to LADWP's Director of Water Resources
- c. Design and/or Specification Changes – The DISTRICT shall complete design and/or specification changes in an expeditious manner so as not to cause any impact on progress and schedule of PROJECT and submit them to LADWP's Director of Water Resources. Submittals shall consist of three hard copies and a CD containing two electronic files, one in Microsoft Word ".doc" or AutoCAD ".dwg." format and one in Adobe Acrobat ".pdf" format
- d. As-Built Plans As-Built designs shall be completed and submitted to LADWP's Director of Water Resources. As-Built plans shall adhere to LADWP standards and consist of three hard copies and a CD containing the electronic file in Adobe Acrobat ".pdf" format

Deliverables

1. Responses to requests for Information are due 10 days from the date of the request
2. Responses to change orders are due 10 days from the date of request for assistance
3. Changes to design or specifications are due in an expeditious manner but no more than 30 days from date of request
4. As-Built plans are due 90 days from the date of receipt of notice from LADWP that the PROJECT is complete and complete field notes are submitted to the DISTRICT